



BOULT • CUMMINGS
CONNERS • BERRY PLC

REC'D TN
REGULATORY AUTH.

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JUN 12 PM 4 39

June 12, 2001

OFFICE OF THE
EXECUTIVE SECRETARY

David Waddell, Esq.
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Petition of MCI WorldCom to Enforce Interconnection Agreement with
BellSouth Telecommunications, Inc.
Docket No. 01-00513

Dear David:

Please find enclosed the original and thirteen copies of MCI WorldCom's Petition to Enforce Interconnection Agreement with BellSouth along with a check in the amount of \$25.00. A copy of this petition has been delivered to BellSouth Telecommunications. Thank you for your attention to this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Henry Walker

HW/nl

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In re: *Petition of MCI WorldCom to Enforce Interconnection Agreement with BellSouth Telecommunications, Inc.*

Docket No. _____

**PETITION OF MCI WORLDCOM TO ENFORCE INTERCONNECTION
AGREEMENT WITH BELL SOUTH**

MCI WorldCom, Inc. ("MCI WorldCom") petitions the Tennessee Regulatory Authority ("TRA" or "the Authority") to enforce the interconnection agreement between Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") and BellSouth Telecommunications, Inc. ("BellSouth") concerning the payment of compensation for the termination of local telephone calls made to Internet service providers ("ISPs").

INTRODUCTION

Brooks Fiber Communications of Tennessee, Inc., hereafter referred to as MCI WorldCom,¹ and BellSouth entered into an interconnection agreement on June 16, 1999. See Appendix A, attached. Under the agreement, which was approved by the TRA on August 21, 2000 (Docket No. 99-00583), MCI WorldCom opted to accept the terms, conditions and attachments of a pre-existing interconnection agreement between MCI Metro Access Transmission Services, Inc. ("MCI Metro") and BellSouth dated May 6, 1997 and approved by

¹ Brooks Fiber Communications of Tennessee, Inc., known today as Brooks Fiber, is an affiliate of MCI WorldCom. For simplicity, this complaint will hereafter refer to Brooks Fiber as MCI WorldCom.

the TRA on May 30, 1997 (Docket 97-00445). The agreement requires each party to compensate the other for the termination of local exchange traffic.² In spite of that language, BellSouth has refused to pay MCI WorldCom for handling local calls made to ISPs. This is a proceeding to enforce that provision of the agreement.

The TRA, of course, is well familiar with this issue. In *Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief*,³ the Authority held that a similar agreement between BellSouth and Brooks Fiber obligated BellSouth to pay for local calls to ISPs. Interpreting the term “Local Traffic” as used in the Brooks Fiber agreement, the Authority held that, “the term ‘Local Traffic’ as used in the reciprocal compensation arrangement of the Interconnection Agreement at issue, includes, as a matter of law, calls to ISPs.” Initial Order, at 19. Further, the TRA said:

“The Interconnection Agreement does not designate calls made to ISPs as non-local traffic....As this was a negotiated agreement, if BellSouth had desired to expressly exclude calls made to ISPs from the reciprocal compensation arrangement, it could easily have done so. Having chosen not to do so, this Authority should not serve as the conduit through which BellSouth is allowed to circumvent and/or modify contractual obligations which it entered into voluntarily.” Initial Order, at 20-21.

On September 22, 2000, the TRA again ruled that the term “local traffic” as used in an interconnection agreement included calls to ISPs. *In Re: Complaint of AVR of Tennessee, LP d/b/a Hyperion of Tennessee, LP Against BellSouth, et seq.*, TRA Docket No. 98-00530. In the

² The MCIIm agreement, which MCI WorldCom elected to adopt, is the subject of a separate enforcement proceeding now pending before the Authority. See *Petition of MCI WorldCom to Enforce Interconnection Agreement with BellSouth*, Docket No. 99-00662.

³ Docket No. 98-00118, Initial Order issued April 21, 1998; Final Order issued June 2, 1998.

Hyperion-BellSouth interconnection agreement, signed April 1, 1997, the parties agreed to pay reciprocal compensation for the delivery of "local traffic," which was defined as:

Any telephone call that originates in one exchange and terminated in either the same exchange, or an associated Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

The agreement at issue – the agreement adopted by MCI WorldCom and BellSouth --- also provides for the payment of reciprocal compensation for "local traffic." The definition of "local traffic" in the MCI WorldCom agreement is identical to the definition used in the Hyperion agreement. There does not appear to be any relevant distinction between the Brooks Fiber or Hyperion contract provisions on reciprocal compensation and the corresponding provision in the agreement adopted by MCI WorldCom. Therefore, the agency's decisions in *Brooks Fiber* and *Hyperion* require that similar relief now be granted to MCI WorldCom.

JURISDICTION

1. This Petition is filed under T.C.A. §§ 65-4-119 and 65-4-124, and under 47 U.S.C. § 252 (e).
2. T.C.A. § 65-4-119 authorizes the TRA staff to "investigate, hear, and whenever possible, adjust any individual or general complaint" regarding any public utility under the TRA's jurisdiction. If the staff cannot resolve the matter, it must be referred to the TRA for a formal hearing.
3. T.C.A. § 65-4-124 gives the TRA both the power and the duty to insure that telecommunications carriers "provide non-discriminatory interconnection to their public network under reasonable terms and conditions."

4. MCI WorldCom and BellSouth have signed an interconnection agreement which was approved by the TRA, pursuant to Section 252(e) of the Federal Telecommunications Act of 1996. As the TRA held in *Brooks Fiber*, Initial Order at 12:

Having been authorized to review and either approve or reject such agreements under the Act, it necessarily follows that the TRA has the authority to enforce the interconnection agreements that it approves.

THE PARTIES

5. MCI WorldCom is a competing telecommunications carrier certified to provide local exchange telephone service in Tennessee. Correspondence regarding this complaint should be sent to the Petitioners' attorneys:

Henry Walker
BOULT, CUMMINGS, CONNERS & BERRY, PLC
414 Union Street, Suite 1600
Nashville, TN 37219
Tel: (615) 252-2363

and

Susan Berlin
MCI WORLDCOM
Concourse Corporate Center Six
6 Concourse Parkway, Suite 3200
Atlanta, GA 30328
Tel: (888) 823-9658

6. BellSouth is an incumbent, local exchange telephone carrier authorized to provide telecommunications service in Tennessee under the jurisdiction of the TRA.

THE INTERCONNECTION AGREEMENT

7. The Agreement adopted by MCI WorldCom and BellSouth obligates each carrier to compensate the other for the termination of "Local Traffic." The relevant sections of the Agreement adopted by MCI WorldCom and BellSouth are set forth below.

a. Attachment IV to Part C of the Agreement is titled "Interconnection." (A copy of Attachment IV is appended to this complaint.) Section 2.2 of that Attachment, called "Compensation for Call Traffic Transport and Termination," states as follows:

2.2.1 The Parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement and the Order of the TRA. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area (EAS) exchange. The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

b. Attachment I to Part C, called "Price Schedule," includes a table setting forth "Tennessee Rates for Unbundled Network Elements." See Appendix A. According to Attachment I, page 5, the rate for terminating a local call is \$0.0050 per minute for interconnection through a tandem or \$0.0040 per minute for interconnection directly to an end office.

c. Section A of the Agreement, Section 31, entitled "Entire Agreement," (see Appendix A) states:

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

REQUESTED RELIEF

8. MCI WorldCom asks that the TRA open a contested case proceeding based on this complaint and, following such hearings or procedures to which the parties may be entitled, order BellSouth to pay MCI WorldCom for terminating local calls to ISP locations in accordance with the interconnection agreement signed by the parties, including the payment of appropriate late penalties, and to grant MCI WorldCom such other relief to which it may be entitled.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: _____

Henry Walker, Esq.

414 Union Street, Suite 1600

P.O. Box 198062

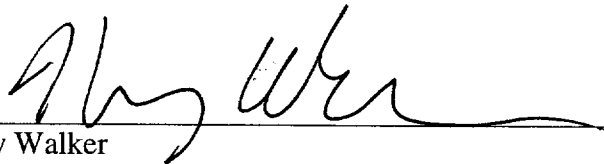
Nashville, Tennessee 37219

(615) 252-2363

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via U.S. Mail, postage prepaid, to the following on this the 13th day of June, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St.
Ste. 2101
Nashville, TN 37201


Henry Walker

Brooks/TN/OPT IN

AGREEMENT

This Agreement, which shall become effective as of the 1st day of July, 1998, is entered into by and between Brooks Fiber Communications of Tennessee, Inc. ("Brooks"), on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

WHEREAS, ~~Brooks has exercised its rights under~~ section 252(i) and has chosen in its entirety with the exception of Attachment VIII, the Terms and Conditions and Attachments of the MCImetro Access Transmission Services, Inc. ("MCI") Interconnection Agreement which was executed between BellSouth and MCI dated May 6, 1997 for the state of Tennessee (Exhibit 1 hereto); and

WHEREAS, through negotiation, Brooks and BellSouth have agreed to the Terms and Conditions set forth in Exhibit 2 for Business Processes in Lieu of Attachment VIII to the May 6, 1997 Agreement between MCI and BellSouth.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Brooks and BellSouth hereby agree as follows:

1. Brooks and BellSouth shall adopt in their entirety the following Terms and Conditions and attachments to the Tennessee BellSouth/MCI Interconnection Agreement dated May 6, 1997 and any and all related amendments to said attachments executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement, or thereafter.

Description	Attachment Number
General Terms & Conditions Part A	
General Terms & Conditions Part B	
Price Schedule	Attachment I
Local Resale	Attachment II
Network Elements	Attachment III
Interconnection	Attachment IV

Collocation	Attachment V
Rights of Way (ROW), Conduits and Pole Attachments	Attachment VI
Number Portability	Attachment VII
Security Requirements	Attachment IX
Credits for Performance Standards Failures	Attachment X

The above Terms and Conditions and attachments to the Tennessee BellSouth/MCI_m Interconnection Agreement and all the related amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. References to MCI_{Metro} in Exhibit 1 shall be read as Brooks.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3, Part A of the Tennessee BellSouth/MCI_m Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 3, Part A of the Tennessee BellSouth/MCI_m Interconnection Agreement, the effective date shall be May 6, 1997.

3. Brooks and BellSouth shall accept and incorporate any amendments to the Tennessee BellSouth/MCI_m Interconnection Agreement, which relate to the above attachments and Terms and Conditions, executed as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Sales – Assistant Vice President
MCI_m Account Team
Suite 402
1960 W. Exchange Place
Tucker, GA 30084

Copy to
General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Brooks Fiber Communications of Tennessee, Inc.

Attention: Vice President
Eastern Telco and Line Cost Management
MCI-WorldCom, Inc.
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004

Copy to:

Attention: Commercial Counsel
8521 Leesburg Pike
6th Floor
Vienna, VA 22182
Fax: (703) 918-0710

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

6. The Parties further agree to the terms and conditions set forth in Exhibit 2 for Business Processes which are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

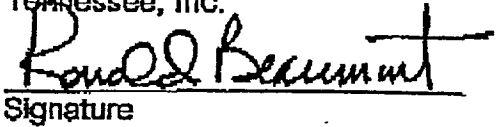
BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrick
Name

6/11/99
Date

Brooks Fiber Communications of
Tennessee, Inc.


Signature

Ronald Beaumont
Name

June 16, 1999
Date

04/27/99

Page 4 of 4

** TOTAL PAGE.06 **

01-Jun-01 02:12P

BEFORE THE TENNESSEE REGULATORY AUTHORITY AT

NASHVILLE, TENNESSEE

August 21, 2000

IN RE:

**NOTICE OF ADOPTION OF MCIMETRO/BELLSOUTH
INTERCONNECTION AGREEMENT (EXCEPT
ATTACHMENT VIII) AND REQUEST FOR
APPROVAL OF BROOKS/BELLSOUTH AGREEMENT.**

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**DOCKET NO.
99-00583**

ORDER APPROVING INTERCONNECTION AGREEMENT

This matter came before the Tennessee Regulatory Authority (the "Authority") pursuant to 47 U.S.C. §§ 251-252 upon the filing by Brooks Fiber Communications of Tennessee, Inc. ("Brooks Fiber") and BellSouth Telecommunications, Inc. ("BellSouth") on August 11, 1999 of a request for approval of their Interconnection Agreement. Specifically, Brooks Fiber and BellSouth filed a Notice Adopting the Terms and Conditions and Attachments (with the exception of Attachment VIII) of the MCImetro Access Transmission Services, Inc. ("MCImetro") Interconnection Agreement with BellSouth. The MCImetro and BellSouth Interconnection Agreement was approved by the Authority on May 6, 1997.

By this filing, Brooks Fiber provided notice to the Authority of its adoption of the MCImetro Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996 ("the Act").¹ Further, Brooks Fiber and BellSouth requested that the Authority approve, pursuant to Section 252(e) of the Act, the Terms and Conditions set forth in the Brooks Fiber/BellSouth

¹ Section 252 (i) provides: "A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement." 47 U.S.C. § 252 (i):

Interconnection Agreement Negotiated in Lieu of Attachment VIII to the May 6, 1997 MCImetro/BellSouth Agreement.

The Interconnection Agreement was considered at a regularly scheduled Authority Conference held on December 7, 1999, in Nashville, Tennessee before Chairman Melvin J. Malone, Director H. Lynn Greer, Jr., and Director Sara Kyle. Based upon the record in this matter and the standards for review set forth in 47 U.S.C. §§ 251-252, the Directors unanimously approved the Agreement and made the following findings and conclusions:

- 1) The Agreement is in the public interest as it provides consumers with alternative sources of telecommunications services within the BellSouth Telecommunications, Inc. service area;
- 2) The jointly developed detailed service restoration and disaster recovery plan sufficiently addresses the restoration of service to the customers of both parties and is in the public interest;
- 3) The Agreement is not discriminatory to telecommunications service providers that are not parties thereto;
- 4) No party has sought intervention in this docket;
- 5) The approval of the Agreement is consistent with previous Authority decisions and orders; and
- 6) The Agreement is reviewable by the Authority pursuant to 47 U.S.C. §§ 251-252 and Tenn. Code Ann. § 65-4-104 *et seq.*

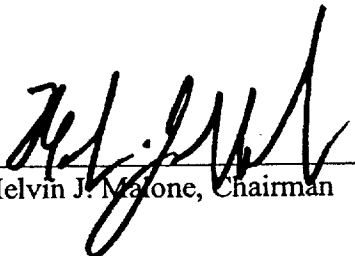
IT IS THEREFORE ORDERED THAT:

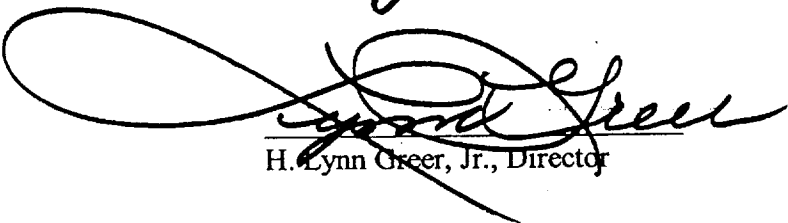
1. The MCImetro/BellSouth Interconnection Agreement (except Attachment VIII) and the Terms and Conditions set forth in the Brooks Fiber/BellSouth Agreement in lieu of

Attachment VIII of the MCImetro Agreement negotiated by and between BellSouth Telecommunications, Inc. and Brooks Fiber Communication of Tennessee, Inc. is approved as the interconnection agreement between BellSouth Telecommunications, Inc. and Brooks Fiber Communications of Tennessee, Inc. and is subject to the review of the Authority as provided herein;

2. The disaster recovery plan shall be incorporated into and be a part of the Interconnection Agreement; and

3. On a going-forward basis all parties filing such agreements shall include jointly-developed and detailed service restoration plans and disaster recovery plans as part of their interconnection agreements.


Melvin J. Malone, Chairman


H. Lynn Greer, Jr., Director


Sara Kyle, Director

ATTEST:


K. David Waddell, Executive Secretary



BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

Guy M. Hicks
General Counsel

APR 7 1997 7 PM

April 7, 1997 EXECUTIVE SECRETARY

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

97-00445

Re: *Approval of Interconnection Agreement Between MCI Telecommunications Corporation and BellSouth Telecommunications, Inc.*

Dear Mr. Waddell:

On Friday, April 4, 1997 BellSouth Telecommunications, Inc. ("BellSouth") and MCI Telecommunications Corporation ("MCI") executed an Interconnection Agreement that will govern the relationship between BellSouth and MCI as the companies set forth to provide local exchange service on a competitive basis in the state of Tennessee. In accordance with the Tennessee Regulatory Authority ("TRA") Final Order of Arbitration Awards, entered on March 7, 1997, BellSouth and MCI enclose for filing the original and 13 copies of their signed Interconnection Agreement. It is intended that the Agreement will become effective upon approval by the TRA.

The Agreement contains the numerous provisions that were successfully negotiated between the parties, in addition to certain provisions that reflect the decisions of the TRA acting as arbitrators pursuant to section 252 of the Act. In executing this Agreement, BellSouth and MCI do not waive any further recourse they may have as a result of the decisions of the TRA.

Should BellSouth or MCI appeal the arbitration decisions of the TRA, the decision of the federal court may require modification to the executed contract. Both parties have contemplated such modifications in the inclusion of Section 34 of the Agreement.

Please stamp and return two copies to me for my files. Copies are being served upon Jon Hastings for MCI. Thank you for your assistance in this matter.

Very truly yours,

Guy M. Hicks

GMH:ch

cc: Charles Howorth
Jon Hastings, Esquire

MCImetro-BellSouth Tennessee Interconnection Agreement

MCImetro/BellSouth INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), effective [insert date], 199__ (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and MCImetro Access Transmission Services, Inc. ("MCIm"), a Delaware corporation, to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCIm wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCIm wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such services; and

WHEREAS, MCIm wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable Rules and Regulations of the Federal Communications Authority ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCIm hereby mutually agree as follows:

PART A GENERAL TERMS AND CONDITIONS

Section 1. Scope of this Agreement

1.1 This Agreement, including Parts A, B, and C, specifies the rights and obligations of each party with respect to the purchase and sale of Interconnection, Local Resale, Network Elements and ancillary services. This PART A sets forth the general terms and conditions governing this Agreement. Certain terms used in this Agreement shall have the meanings defined in PART B – DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act and the applicable FCC Rules and Regulations in effect. PART C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS COMPRISING PART C:

- I. Price Schedule
- II. Local Resale
- III. Network Elements
- IV. Interconnection
- V. Collocation
- VI. Rights of Way
- VII. Number Portability
- VIII. Business Process Requirements
- IX. Security Requirements
- X. Credits for Performance Standards Failures

1.2 BellSouth shall provide the services pursuant to this Agreement. Except as provided below, BellSouth shall not discontinue or refuse to provide any service provided or required hereunder without MCIm's prior written agreement. Such agreement shall not be unreasonably withheld. BellSouth shall not discontinue any telecommunications service available for resale unless BellSouth provides MCIm prior written notice of its intent to discontinue any such service. BellSouth agrees to make any such service available to MCIm for resale to MCIm customers who are subscribers to such services from MCIm until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth and MCIm customers who may be purchasing any such service.

MCImetro-BellSouth Tennessee Interconnection Agreement

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

Section 31. Entire Agreement

This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

Section 32. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

Section 33. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 34

The Parties acknowledge that the terms of this Agreement were established pursuant to an order of the Tennessee Utilities Authority. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the Agreement (or to the order approving the Agreement) as permitted by applicable law. By signing this Agreement, the parties do not waive their right to pursue such a challenge.

Section 35 Effective Date

This Agreement shall be deemed Effective when signed by the Parties and approved by the Tennessee Regulatory Authority.

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Section 2.	Local Service Resale	I - 1
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Section 4.	Ancillary Functions and Supporting Elements	I - 2
Section 5.	Recorded Usage Data	I - 2
Section 6.	Inside Wire	I - 2
Section 7.	Interconnection and Reciprocal Compensation	I - 2

ATTACHMENT I

PRICE SCHEDULE

1. General Principles

1.1 All rates provided under this Agreement are interim, subject to true-up, and shall remain in effect until the Authority determines otherwise or unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC in effect, or the Authority's rules and regulations, in which case Part A, Section 2 shall apply.

1.2 Except as otherwise specified in this Agreement, the Act or any Authority order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligation under this Agreement.

2. Local Service Resale

The rates that MCI shall pay to BellSouth for Resale shall be an amount equal to BellSouth's tariffed rates for each resold service as reduced by a percentage amount equal to the wholesale discount (set forth below in section 2.1, below). If BellSouth reduces such tariffed rates during the term of this Agreement, the wholesale discount shall be applied to the reduced tariffed rates.

2.1 The following wholesale discount will apply to all Telecommunications Services available for resale in Tennessee:

For Resold Services Including Operator Services and Directory Assistance – 16%

For Resold Services Without Operator Services and Directory Assistance – 21.56%

3. Unbundled Network Elements

The charges that MCI shall pay to BellSouth for Network Elements are set forth in Table 1 of this Attachment.

4. Ancillary Functions and Supporting Elements

The interim prices for collocation, AIN and other Ancillary Functions or Supporting Elements that MCIm shall pay to BellSouth are set forth in Table 1 of this Attachment.

5. Recorded Usage Data

The prices for Recorded Usage data are set forth in Table 1 of this Attachment.

6. Inside Wire

The price of the BellSouth Inside Wire Maintenance Plan purchased by MCIm for resale shall not be reduced by the wholesale discount.

7. Interconnection and Reciprocal Compensation

7.1 Compensation for the exchange of local traffic is set forth in Table 1 of this Attachment and shall be billed based on per-minutes-of-use and shall be measured in accordance with Attachment IV.

7.2 MCIm may choose to establish trunking to any given end office when there is sufficient traffic to route calls directly to such end office. If MCIm leases one-way trunks from BellSouth, MCIm will pay the transport charges for dedicated or common transport. For two-way trunks the charges will be shared equally by both parties.

7.3 Compensation for the termination of toll traffic and the origination of 800/888 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC Rules and Regulations in effect.

7.4 Where a toll call is completed through BellSouth Tennessee's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to MCIm's subscriber, MCIm shall be entitled to applicable access charges in accordance with FCC Rules and Regulations.

7.5 MCIm shall pay a transit rate as set forth in Table 1 of this Attachment when MCIm uses an BellSouth access tandem to terminate a call to a third party LEC or another local service provider. BellSouth shall pay MCIm a transit rate equal to the BellSouth rate referenced above when BellSouth uses an MCIm switch to terminate a call to a third party LEC or another local service provider.

TABLE 1
TENNESSEE RATES FOR UNBUNDLED NETWORK ELEMENTS

RATES FOR UNBUNDLED ELEMENTS

<u>Element</u>		<u>Recurring Rate</u>	
NID	per line, per month	0.56	
LOOP COMBINATION			
2w	per loop, per month	18.00	
4w	per loop, per month	18.00	
BR-ISDN	per loop, per month	18.00	
DS-1	per loop, per month	Available through resale until cost study is complete	
LOCAL SWITCHING			
Residence	per month, per port	1.90	
Business	per month, per port	1.90	
PBX	per month, per port	1.90	
Rotary	per month, per port	0	
Usage	per minute	0.0019	
END OFFICE SWITCHING			
LOCAL TERMINATION	per minute	0.0019	
COMMON TRANSPORT	per min., per link or term.	0.00036	
	per minute, per mile	0.00004	
DEDICATED TRANSPORT			
DS1 Local Channel	per local channel	133.81	
DS1 interoffice Channel	per facility term.	90.00	
	per mile	23.00	
	per DSO equivalent, per term	38.37	
	per DSO, equivalent, per mile	1.90	
Voice Grade Transport	per month	27.00	
	per mile (1-8)	1.90	
	per mile (9-25)	1.90	
	per mile (>25)	1.90	
TANDEM SWITCH	per minute	0.000676	
SIGNALING LINKS			
A Link	per link, per month	155.00	
D Link	per link, per month	Not Available/pending development of mediation device.	
STP	ISUP message	0.000023	
	TCAP message	0.00005	
	port	355.00	

MCImetro-BellSouth Tennessee Interconnection Agreement

	usage surrogate	395.00	
SCP	signaling message	0	
	800 query	0.004	
	LIDB query (transport)	0.0003	
	LIDB query (validate)	0.038	
	AIN database		
		Not available/Pending development of mediation device.	
OPERATOR SERVICES			
Automated Calls	per call	0.15	
Operator Handled Calls	per call	0.30	
DA	per call	0.25	
DA Call Completion	per call	0.12	
Intercept	per call	0.15	
Busy Line Verification	per call	0.90	
Emergency Interrupt	per call	1.95	

ref

TABLE 1
TENNESSEE RATES FOR UNBUNDLED NETWORK ELEMENTS
TRANSPORT AND TERMINATION

Interconnection Through the BellSouth Tandem			
	<u>Units</u>	<u>Rate</u>	<u>Charge</u>
DS1 Local Channel - MCI to BellSouth serving office	1	133.81	133.81
DS1 Interoffice Channel - BellSouth serving office to BellSouth Tandem			
Per Channel	1	90.00	90.00
Per Channel, per mile	7	23.00	161.00
DS1 Total			384.81
DS1 per minute of use, at 216,000 minutes per DS1 per month			0.001782
Tandem Switching	1	0.0007	0.000676
Common Transport - per mile	7	0.00004	0.00028
Common Transport - Facilities Term.	1	0.00036	0.00036
End Office Switching	1	0.0019	0.0019
Total Interconnection Charge per minute			<u>0.0050</u>
Direct End Office Interconnection			
	<u>Units</u>	<u>Rate</u>	<u>Charge</u>
DS1 Local Channel - MCI to BellSouth serving office	1	133.81	133.81
DS1 Interoffice Channel - BellSouth serving office to BellSouth Term End Office			
Per Channel	1	90.00	90.00
Per Channel, per mile	10	23.00	230.00
DS1 Total			453.81
DS1 per minute of use, at 216,000 minutes per DS1 per month			0.002101
End Office Switching	1	0.0019	0.0019
Total Interconnection Charge per minute			<u>0.0040</u>

TABLE 1
TENNESSEE RATES FOR UNBUNDLED NETWORK ELEMENTS

RATES FOR UNBUNDLED ELEMENTS

<u>Element</u>		<u>Non-Recurring Rate</u>	
Loop Connection OR Local Switching OR Combination		Rates currently tariffed in A4.3.1	
Dedicated Transport			
DS1 Local Channel	First/Additional	866.97	486.83
DS1 Interoffice Channel	First/Additional	100.49	100.49
Voice Grade	First/Additional	96.00	96.00
Signaling Links			
A Link	Each	510.00	
D Link	Each	510.00	
Signal Control Point			
800 DATA BASE			
Reservation Charge, Per 800 number reserved	First/Additional	30.00	0.50
Establishment Charge, Per 800 number established with 800 Number Delivery	First/Additional	67.50	1.50
Establishment Charge, Per 800 number established with POTS Number Delivery	First/Additional	67.50	1.50
Change Charge, Per request	First/Additional	46.50	0.50
Customized Area of Service, Per 800 number	First/Additional	3.00	1.50
Multiple InterLATA Carrier Routing, Per carrier requested, per 800 number	First/Additional	3.50	2.00
Call Handling and Destination Features, Per 800 number	First/Additional	3.00	3.00
LIDB Database	Each	91.00	
AIN Database		Not Available/Pending development of mediation device	

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SERVICE CREATION TOOLS	MONTHLY / RECURRING	NONRECURRING
PortEdge Service Limited Service Offering		\$300.00
1. Service Establishment (per state)		
(a) Initial Setup	---	
2. Service Charge		
(a) Adwatch Service (per wire center)	\$4.95	\$20.00
(b) DesignEdge Service (per subscriber per state)		\$10.00
3. Port Connection		
(a) Dial/Shared Access	---	\$150.00
(b) ISDN Access	---	\$350.00
4. User Identification Codes		
(a) Per User ID Code	---	\$75.00
5. Security Card (per User ID Code)		
(a) Initial or Replacement	---	\$70.00
6. Storage		
(a) Per Unit	\$1.00	---
7. Session		
(a) Per Minute	\$0.03	---
8. Company Performed Session		
(a) Per Minute	\$2.00	---
DesignEdge Service Limited Service Offering		
1. Service Establishment Charge (per state)		
(a) Initial Setup	---	\$500.00
2. Trigger Access Charge (Per Trigger, per DN)		
(a) Terminating Attempt	---	\$10.00
(b) Off-hook Delay	---	\$10.00
(c) Off-hook Immediate	---	\$10.00
(d) 10-digit PODP	\$10.00	\$15.00
(e) CDP	---	\$10.00
(f) Feature Code	---	\$10.00
3. Basic Messaging Element Charge		
(a) Per basic messaging element	\$0.02	---
4. DesignEdge Type 1 Node Charge (per DesignEdge service subscription)		
(a) Per node, per basic messaging element	\$0.005	---
5. SCP Storage Charge (per PortEdge service account)		
(a) Per 100 Kilobytes (or fraction thereof)	\$1.00	---
6. DesignEdge service Monthly Report		
(a) Per DesignEdge service subscription	\$2.00	\$8.00
7. DesignEdge service Special Study		
(a) Per DesignEdge service subscription	---	\$10.00
8. DesignEdge service Call Event Report		
(a) Per DesignEdge service subscription	\$2.00	\$8.00
9. DesignEdge service Call Event Special Study		
(a) Per DesignEdge service subscription	\$---	\$10.00

DARK FIBER		
-Per each foot-fiber dry fiber arrangement	---	\$1,808.19 - first
		\$922.95 - add'l
-Per each fiber strand per route mile or fraction thereof	\$241.00	---
LOOP DISTRIBUTION (2W VG)	\$9.79 (including NID)	\$587.00 - first
	\$9.23 (excluding NID)	
		\$255.00 - add'l
LOOP CONCENTRATION		
Per Circuit	\$2.73	\$0
SELECTIVE ROUTING		
Per Line or PBX Trunk, each	\$0	\$5.00

**TABLE 1 (continued)
PHYSICAL COLLOCATION**

(all prices are interim at this time)

RATE ELEMENT	APPLICATION/DESCRIPTION	TYPE OF CHARGE	PRICE
Application fee	Applies per arrangement per location.	Non recurring	\$3,848.30
Space preparation fee	Applies for survey and design of space, covers shared building modification costs.	Non recurring	ICB ¹ Will not be less than \$1,788.00
Space construction fee	Covers materials and construction of optional cage in 100 square foot increments.	Non recurring	\$29,744.00 ²
Cable installation fee	Applies to per entrance cable	Non recurring	\$4,650.00
Floor space	Per square foot, for Zone A and Zone B offices respectively	Monthly recurring	\$9.31/\$8.38 ³
Power	Per ampere based on manufacturer's specifications.	Monthly recurring	\$5.14 per ampere
Cable support structure	Applies per entrance cable	Monthly recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly recurring	\$1.20/\$5.00 ⁴
Cross connects	Per DS1/DS3 respectively	Monthly recurring	\$9.28/\$72.48
Security escort	First and additional half hour increments, per traffic rate in Basic time (B), Overtime (O), and Premium Time (P)	As required. This is a traffic charge.	\$41.00/\$25.00 B \$48.00/\$30.00 O \$55.00/\$35.00 P

VIRTUAL COLLOCATION

(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

¹ Will be determined at the time of the application based on building space modification requirements for shared space at the requested Central Office.

² Applies only to collocators who wish to purchase a steel-guage cage enclosure

³ List for Zone A offices is available upon request, amended monthly.

⁴ Applies when collocator does not supply their own POT bay.

TABLE 1 (continued)
RIGHTS OF WAY

(all prices are interim at this time)

The rates charged to MCI for rights -of-way shall be the lowest rates negotiated by BellSouth for existing license agreements.

TABLE 1 (continued)
POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

The rates charged to MCIm for pole attachments, conduit and duct occupancy shall be those that adhere to the FCC formula for pole attachments.

TABLE 1 (continued)
LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding:	
Residential	\$1.25 per line, one path
Business	\$1.50 per line, one path
Each additional path	\$0.50
Non recurring to establish	\$25.00
Remote Call Forwarding	
LERG Reassignment	Price shall be as determined by the Tennessee Regulatory Authority.
Route Index - Portability Hub	Price shall be determined by the Tennessee Regulatory Authority.
Directory Number - Route Index	Price shall be as determined by the Tennessee Regulatory Authority.

TABLE 1 (continued)
RECORDED USAGE DATE

Recording Services (only applies to unbundled operator services messages), per message	\$0.008
Message Distribution, per message	\$0.004
Data Transmission, per message	\$0.001

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ATTACHMENT IV
INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

A. One-way and two-way trunks. The parties may use either one-way or two-way trunking or a combination, as mutually agreed.

1.1 The parties shall initially reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

1.1.1 The parties shall make available to each other either one way or two-way trunks for the reciprocal exchange of combined local traffic and non-equal access IntraLATA toll traffic

1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits BellSouth's network, and local transit traffic to other LECs. Local transit traffic to other LECs shall only be assessed the local interconnection charge.

1.1.3 Separate trunks connecting MCIm's switch to each 911/E911 tandem.

1.1.4 Separate trunk group connecting MCIm's switch to BellSouth's operator service center for operator-assisted busy line interrupt/verify. MCIm, at its option, may establish trunks from its own operator services platform directly to BellSouth's operator service center.

1.1.5 Separate trunk group connecting MCIm's switch to BellSouth's directory assistance center in instances where MCIm is purchasing BellSouth's unbundled directory assistance service.

1.1.6 The parties shall attempt to develop a solution whereby local, interLATA and intraLATA traffic may all be combined on a single trunk group.

1.2 Interconnection Point

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1.2.1 BellSouth "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between MCIm and BellSouth for the local interconnection of their networks. MCIm will separate traffic destined for different tandems onto separate trunk groups at the IP.

1.2.2 MCIm shall designate at least one IP in the LATA in which MCIm originates local traffic and interconnects with BellSouth. MCIm will be responsible for engineering and maintaining its network on its side of the IP. BellSouth will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, MCIm and BellSouth will jointly provision the fiber optic facilities that connect the two networks and shall share the financial and other responsibilities for that facility.

1.2.2.1 Upon MCIm's request for additional points of interconnection, BellSouth will interconnect with MCIm at any Technically Feasible point on BellSouth's network of MCIm's choosing using the same technical configuration or using other arrangements, including but not limited to mutually agreed upon mid-span fiber meets, entrance facilities, telco closets, and physical or virtual collocation.

1.2.2.2 Within three (3) business days of MCIm's written request for IP, BellSouth shall identify any known Environmental Hazard or Hazardous Materials existing in the IP route or location.

1.2.2.3 BellSouth shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, MCIm deems to be necessary in support of its collocation needs, at MCIm's request.

1.2.2.4 If interconnection is complicated by the presence of Environmental Hazards or Hazardous Materials, and an alternative route is available, BellSouth shall make such alternative route available for MCIm's consideration.

Section 2. Compensation Mechanisms

2.1 Interconnection Point

2.1.1 Each party is responsible for bringing their facilities to the IP.

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2.2 Compensation for Call Traffic Transport and Termination

2.2.1 The Parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement and the Order of the TRA. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area (EAS) exchange. The terms Exchange and EAS exchanges are defined and specified in Section A3. Of BellSouth's General Subscriber Service Tariff.

2.2.1.1 BellSouth shall provide to MCIm, on diskette(s) or in any other manner that the parties agree to, on a one-time basis when requested by MCIm, an all-inclusive list (BellSouth, LEC, CLEC and EAS NXX's) of NXX's pertaining to section 2.2.1, above, that creates parity with that which BellSouth provides to itself. MCIm may require, upon request, updates to this list.

2.2.2 The IP determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.2.2.1 "Transport", which includes the transmission and any necessary tandem switching of local telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

2.2.2.2 "Termination", which includes the switching of Local Traffic at the terminating carrier's end office switch.

2.3 When an MCIm subscriber places a call to BellSouth's subscriber, MCIm will hand off that call to BellSouth at the IP. Conversely, when BellSouth hands over local traffic to MCIm for MCIm to transport and terminate, BellSouth must use the established IP.

2.4 MCIm may designate an IP at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and mid-span meets where mutually agreed upon. The transport and termination charges for local traffic flowing through an IP shall be as follows:

2.4.1 When calls from MCIm are terminating on BellSouth's network through the BellSouth tandem, MCIm will pay to BellSouth dedicated transport charges from the IP to the tandem for dedicated or common transport. MCIm shall also pay a charge for tandem switching, dedicated or common transport to the end office (with mileage calculated as the weighted average of all end offices subtending that tandem), and end-office termination.

2.4.2 When BellSouth terminates calls to MCIm's subscribers using MCIm's switch, BellSouth shall pay to MCIm dedicated transport charges from the IP to the MCI Switching Center for dedicated or common transport. BellSouth shall also pay to MCIm a charge symmetrical to its own charges for tandem switching, tandem-to-end-office transport, and end office termination as identified in Section 2.4.1.

2.4.3 MCIm may choose to establish direct trunking to any given end office. If MCIm leases trunks from BellSouth, it shall pay charges for dedicated or common transport. For calls terminating from MCIm to subscribers served by these directly-trunked end offices, MCIm shall also pay an end-office termination. For BellSouth traffic terminating to MCIm over the direct end office trunking, compensation payable by BellSouth shall be the same as that detailed in Section 2.4.2 above.

Section 3. Signaling

3.1 Signaling protocol. The parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

3.2 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

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3.2.1 OSS7, while planned by BellSouth, is not presently available.

3.3 Refer to Attachment III, Section 15.5 for detailed terms of SS7 Network Interconnection.

3.4 Both parties agree that the standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, MCIm will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

3.4.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way.

Section 4. Network Servicing

4.1 Trunk Forecasting:

4.1.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the parties to each other twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIm forecast. The semi-annual forecasts shall include:

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4.1.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office Local Interconnection and future meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year));

4.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

4.1.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly. The parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following;

4.1.2.1 If the parties are unable to reach such a reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy-five percent (75%) of capacity, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.

4.1.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.

4.1.3 Each party shall provide a specified point or points of contact for planning Forecasting and trunk servicing purposes.

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4.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as designated by MCIm. Initial trunking will be established between the MCIm switching centers and BellSouth's access tandem(s). The parties will utilize direct end office trunking under the following conditions:

4.1.4.1 Tandem Exhaust - If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCIm and ILEC subscribers.

4.1.4.2 Traffic volume - The parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an MCIm switching center and a BellSouth end office where the traffic exceeds or is forecast to exceed 220,000 minutes of local traffic per month. The parties will install additional capacity between such points when overflow traffic between the MCIm switching center and ILEC access tandem exceeds or is forecast to exceed 220,000 minutes of local traffic per month.

4.1.4.3 Mutual Agreement - The parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

4.2 Grade Of Service:

4.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each party's standards, for final trunk groups between a MCIm end office and a BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01). The blocking standard of one half of one percent (.005) will be used on trunk groups carrying interlata traffic.

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4.2.2 For trunks carrying MCIm interlata traffic, MCIm may request BellSouth to report trunk group service performance and blocking standards to the industry.

4.3 Trunk Servicing

4.3.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.3.2 As discussed in this Agreement, both parties will jointly manage the capacity of Local Interconnection Trunk Groups. BellSouth's or MCIm's Trunk Servicing Group will send a Trunk Group Service Request (TGSR) to the other party to trigger changes they desire to the Local Interconnection Trunk Groups based on their capacity assessment. The affected party will issue an ASR to the other party:

4.3.2.1 within ten (10) business days after receipt of the TGSR upon review of and in response to BellSouth's TGSR, or

4.3.2.2 at any time as a result of either party's own capacity management assessment, to begin the provisioning process.

4.3.3 The standard interval used for the provisioning of Local Interconnection Trunk Groups shall be determined by Subscriber Desired Due Date, but in no event shall it be longer than ten (10) working days.

4.3.4 Orders that comprise a major project that directly impacts the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

4.3.5 MCIm and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone

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number, and fax number for each person. MCIm and BellSouth agree to exchange an up-to-date list on a quarterly basis.

Section 5. Network Management

5.1 Protective Protocols

5.1.1 Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and BellSouth will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

5.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

5.3 Mass Calling

5.3.1 MCIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Parties agree that permanent controls should be in place for NXX's that are dedicated for media stimulated mass calling.

Section 6. Busy Line Verify And Interrupt

6.1 Description: Each party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the effective date of this agreement.

6.2 Compensation: Each party shall charge the other party for BLV and BLVI at rates specified in Attachment I.

Section 7. Usage Measurement

7.1 Each party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each party's network. These recordings being necessary for each party to generate bills to the other party.

7.2 Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

7.3 Where MCIm provides local exchange services via switch facilities, each party shall provide to the other, within 20 calendar days after the end of each BellSouth fiscal quarter (commencing with the first full fiscal quarter after the effective date of this agreement), a usage report with the following information regarding traffic originating from facilities provided by the originating party and terminated over the Local Interconnection Trunk Groups:

7.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) at the state level terminated to each other over the Local Interconnection Trunk Groups and

7.3.2. Percent Local Use (PLU)

Section 8. Responsibilities Of The Parties

8.1 BellSouth and MCIm agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

8.2 MCIm and BellSouth agree to exchange such reports and/or data as provided in this Attachment in Section 7.3 to facilitate the proper billing of traffic. Either party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the party requesting the audit and may include review of the data described in Section 7 above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.

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8.3 MCIm and BellSouth will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. BellSouth and MCIm will work together to begin providing these forecasts within 30 days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BellSouth or MCIm.

8.4 MCIm and BellSouth shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.5 MCIm is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.6 MCIm and BellSouth shall:

8.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

8.6.2 Notify each other when there is any change affecting the service requested, including the due date.

8.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

8.6.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

8.6.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

8.6.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangement must be immediately provided to the other party.

8.6.7 Provide to each other test-line numbers and access to test lines.

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8.6.8 Cooperatively plan and implement coordinated repair procedures for the mutually agreed upon meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.6.9 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.